

# Terms Required by Providers of DMF Data

This schedule ("Schedule") includes required flow-down obligations under The Security Software Solutions, LLC's ("Service Provider") license agreements with the U.S. Department of Commerce, National Technical Information Services ("NTIS") and other third party data providers (together with NTIS, the "DMF Data Providers"), pursuant to which Service Provider receives information from the Limited Access Death Master File ("DMF"), as defined in 15 CFR § 1110.2, and other vital statistics data.

If a Service Provider client ("Client") receives any DMF data from Service Provider in connection with or through the services provided by Service Provider (the "Services"), then the terms and conditions set forth in this Schedule shall be incorporated into the agreement(s) between Service Provider and Client for such Services (the "Agreement").

1. Certified Person and Compliance with NTIS License Terms. Client hereby represents and warrants that Client (a) meets the requirements to be a Certified Person as set forth in the regulations found at 15 CFR § 1110 and (b) shall comply (as if Client were a Subscriber) with the license terms, as modified from time to time, required by NTIS for Certified Persons to receive data from the DMF. **Client shall not sell or otherwise distribute the DMF to third parties.**
2. Change in Status. Should Client status change such that it would no longer have a permissible purpose to access DMF data, Client agrees to immediately notify Service Provider in writing and destroy all DMF data and certify such destruction to Service Provider.
3. Further Disclosure. If Client discloses any DMF data to a third party, Client shall require such third party to make the representation and warranty set forth in Section 1 above and agree to the terms of this Schedule as if a party hereto.
4. Security. Client shall at all times have security provisions in place to protect DMF data from being visible, searchable, harvestable or in any way discoverable on the internet. Client understands that any successful attempt by any person to gain unauthorized access to or use of the DMF provided by Service Provider may result in immediate termination of the Client's access and the Agreement. In addition, any successful attempt by any person to gain unauthorized access may under certain circumstances result in penalties as prescribed in 15 CFR § 1110.200 levied on Client or the person attempting such access. Client will take appropriate action to ensure that all persons accessing the DMF data from Service Provider are aware of their potential liability for misuse or attempting to gain unauthorized access. Client must promptly report any such access or attempted access as a breach, or

attempted breach, of security to Service Provider in writing, by phone at 216-765-8818 and email at [datasecurity@longevity.inc](mailto:datasecurity@longevity.inc).

5. DMF Compliance Audit. Client agrees to be subject to periodic and unscheduled audits of the Client's systems, facilities and procedures relating to Client's safeguards for, access to, and use and distribution of DMF data to determine compliance with 15 CFR § 1110. Client agrees to retain a list of all employees, contractors, and subcontractors to which it provides DMF access and to make that list available in an audit.
6. Law, Dispute Resolution, and Forum. Client acknowledges that this Schedule is governed by federal law.
7. Liability. The DMF Data Providers and Service Provider (a) make no warranty, express or implied, with respect to the DMF information provided, including but not limited to, implied warranties of merchantability and fitness for any particular use; (b) assume no liability for any direct, indirect or consequential damages flowing from the use of any part of the DMF, including infringement of third party intellectual property rights; and (c) assume no liability for any errors or omission in the DMF. The DMF does have inaccuracies and the NTIS and the Social Security Administration (SSA), which provides the DMF, do not guarantee the accuracy of the DMF. SSA does not have a death record for all deceased persons. Therefore, the absence of a particular person in the DMF is not proof that the individual is alive. It is also possible that the records of a person who is not deceased are included erroneously in the DMF. Client specifically acknowledges these limitations in the DMF.
8. Indemnification. Client shall indemnify and hold harmless the DMF Data Providers, the Department of Commerce, and Service Provider from all costs, claims, third-party claims, demands, damages, losses, liabilities, or attorneys' fees and costs arising from or in connection with Client's, Client's employee', contractors', or subcontractors' use of the DMF, including but not limited to any and all claims or liability arising from intellectual property rights.
9. Survival. The sections of this Schedule related to indemnification, use and protection of the DMF, audit, liability, disclaimer of warranties, and governing law shall survive termination of this Schedule.
10. Conflict of Terms. Client acknowledges that the terms of this Schedule, in the event of a conflict with the terms of the Agreement, apply in addition to, and not in lieu of, the Agreement, with respect to the DMF.

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